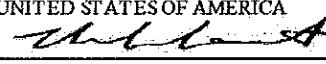


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 31
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 01-Apr-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY NAWCOTSD 283 12350 RESEARCH PARKWAY (25321) ORLANDO FL 32820		CODE N81340		7. ADMINISTERED BY (If other than Item 6) CHIEF OF NAVAL AIR TRAINING 250 LEXINGTON BLVD. SUITE 102 CORPUS CHRISTI TX 78419-5041	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CUBO WORLDWIDE TECHNICAL SERVICES, INC TOM TIMMINS 2200 HISTORIC DECATUR ROAD, SUITE 200 SAN DIEGO CA 92106-6133		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0K831		FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. N81340-13-C-7503	
				10B. DATED (SEE ITEM 13)	
				X 12-Mar-2013	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.222-41, 52.222-43 & 52.243-1 Alt II					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tom14525 See Block 14 Continuation Page.					
Thomas Courtney Contracting Officer 404-346-4143 thomas.courtney@navy.mil					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) T. Timmins, Contract Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) thomas.courtney@navy.mil		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)			15C. DATE SIGNED 25 APR 14		
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)			16C. DATE SIGNED 26 MAR 14		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 31	
2 AMENDMENT/MODIFICATION NO P00010		3 EFFECTIVE DATE 01-Apr-2014		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY NAWC TSD 253 12350 RESEARCH PARKWAY (25321) ORLANDO FL 32826		CODE N61340		7 ADMINISTERED BY (If other than item 6) CHIEF OF NAVAL AIR TRAINING 250 LEXINGTON BLVD. SUITE 102 CORPUS CHRISTI TX 78419-5041		CODE N63110	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CUBIC WORLDWIDE TECHNICAL SERVICES, NC TOM T MMINIS 2280 HISTORIC DECATUR ROAD, SUITE 200 SAN DIEGO CA 92106-6133				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-13-C-7503			
				X 10B. DATED (SEE ITEM 13) 12-Mar-2013			
CODE 0K831		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.222-41, 52.222-43 & 52.243-1 All II							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tonlin14525 See Block 14 Continuation Page.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) THOMAS COURTNEY (25321) / CONTRACTING OFFICER TEL: 407-390-4103 EMAIL: thomas.courtney@navymil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26-Mar-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOC 14 CONTINUATION PAGE

The purpose of this modification is to:

1. Provide incremental funds for 3rd quarter , admin changes to Acronyms and Appendix B, add Premium Time funds and incrementally fund SCA .
2. Update Acronyms to remove COR – Contract Officer Representation.
3. Exercise the Option CLIN 1411 for CIS at NAS Meridian, MS.
4. Incrementally fund CLIN's 1401, 1402, 1407, 1410 and 1411 3rd quarter funding..
5. Add Premium Time funds to SLIN 142003 in the amount of [REDACTED] per hour.
6. Add Premium Time funds to SLIN 142204 in the amount of [REDACTED] per hour.
7. Add Premium Time funds to SLIN 142304 in the amount of [REDACTED] per hour.
8. Add Premium Time funds to SLIN 142403 in the amount of [REDACTED] per hour.
9. Establish CLIN 1451; SCA - NAS Meridian, 1452; SCA - NAS Corpus Christi, 1453; SCA - NAS Whiting Field, 1454; SCA - NAS Pensacola and 1455; SCA - NAS Kingsville for SCA adjustments.
10. Add incremental funding for SCA adjustment for the period of 1 Oct 2013 through 31 January 2014 as follows:
 - a. SLIN 145101 – NAS Meridian in the amount of [REDACTED]
 - b. SLIN 145201 – NAS Corpus Christi in the amount of [REDACTED]
 - c. SLIN 145301 – NAS Whiting Field in the amount of [REDACTED]
 - d. SLIN 145401 – NAS Pensacola in the amount of [REDACTED]
 - e. SLIN 145501 – NAS Kingsville in the amount of [REDACTED]
11. Update Section G Additional Clauses to change COR's to TPOC or ACO as appropriate and the update Government Point of Contacts.
12. Update Appendix B page B-4 showing new room numbers for Government provided administrative spaces.
13. Update Clause 252.232-7007 Limitation of Governments Obligations.
14. As a result of the changes the following documents marked "P00010" are provided:
 - a. Conformed Order, in its entirety
 - b. Attachment 1 Price Breakout Worksheet (PBW), in its entirety
 - c. Mod Log
 - d. Appendix B
15. See Summary of Changes for details. All other terms and conditions remain unchanged and in full effect.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$4,273,657.35 from \$27,685,469.07 to \$31,959,126.42.

The following have been modified:

SEE BELOW

This is a task order to FTSS III contract N61340-11-D-1003. All terms and conditions to contract N61340-11D-1003 are applicable.

Note: Correlation between Section B line items, the Statement of Work, CDRLs and the Task Order clauses are found in the CLIN/SOW/CLAUSE Matrix at Attachment (1).

ACRONYMS.

The following definitions are provided for acronyms/symbols that may be used in this document:

ACE	Aircraft Common Equipment
ACO	Administrative Contracting Officer
ACOR	Alternate Contracting Officer Representative
ACRN	Accounting Classification Reference Number
AMSDL	Acquisition Management System and Data Requirements Control List
AMT	Amount
ANC	Alaska Native Corporation
APM	Aviation Program Manager
CAGE	Commercial and Government Entity
CBA	Collective Bargaining Agreement
CCR	Central Contractor Registration
CDRL	Contract Data Requirements List (DD Form 1423)
CD-ROM	Compact Disc – Read-Only Memory
CIS	Contract Instruction Services
CLIN	Contract Line Item Number
CMS	Contractor Maintenance Services
COMS	Contractor Operation and Maintenance Services
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost plus fixed fee
CPF	Contractor Performance Factor
CPR	Cardio-Pulmonary Resuscitation
CS	Contract Specialist

CSD	Contract Start Date
CTT	Contracted Training Time
DIDs	Data Item Descriptions
DOD	Department of Defense
DODAAC	Department of Defense Address Activity Code
DOL	Department of Labor
DON	Department of Navy
DUNS	Data Universal Numbering System
EST	Estimated
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FMS	Foreign Military Sales
FTSS	Fielded Training Systems Support
FTR	Federal Travel Regulations
FY	Fiscal Year
G&A	General and Administrative
GFP	Government Furnished Property
GTO	Government Training Officer
HR	Hour
HPD	Hours per day
HPW	Hours per week
HUBZones	Historically Underutilized Business Zones
IA	Information Assurance
IAW	In Accordance With
IDV	Indefinite Delivery Vehicle
ID/IQC	Indefinite Delivery/Indefinite Quantity Contract
IPT	Integrated Procurement Team
ISD	Instructional Systems Development
ISEO	In-Service Engineering Office
IT	Information Technology
JTR	Joint Travel Regulation
LH	Labor hour
LO	Lot
MAC	Multiple Award Contract
MCAF	Marine Corps Air Facility
MCAS	Marine Corps Air Station
MSH	Maintenance Support Hours
MO	Month
MOB	Mobilization
MSD	Mobilization Start Date
MSDS	Material Safety Data Sheet
MTBR/F	Mean Time Between Repair/Failure
N/A	Not Applicable
NAICS	North American Industry Classification System
NAF	Naval Air Facility

NAS	Naval Air Station
NAVAIR	Naval Air Systems Command
NAVICP	Naval Inventory Control Point
NAWCTSD	Naval Air Warfare Center Training Systems Division
NMCI	Navy Marine Corps Intranet
NDI	Non-developmental item
NRLB	National Labor Relations Board
NS	Naval Station
NSP	Not Separately Priced
NTE	Not to Exceed
OAWR	Over and Above Work Request
OCI	Organizational conflict of interest
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OFCCP	Office of Federal Contract Compliance Programs
OHPD	Operational Hours Per Day
QASP	Quality Assurance Surveillance Plan
QTR	Quarter
PCO	Procurement Contracting Officer
PBW	Price Breakout Worksheet
PEW	Price Evaluation Worksheet
PG	Page
PM	Preventative Maintenance
PM	Program Manager
PMF	Preventative Maintenance Factor
PMI	Preventative Maintenance Inspection
PMS	Preventative Maintenance System/Schedule
POC	Point of Contact
PRST	Performance Requirements Summary Table
PST	Pacific Standard Time
PT	Premium Time
QA	Quality Assurance
QTY	Quantity
REQ	Required
RFI	Ready For Issue
RFP	Request for Proposals
RPRT	Report
RRCR	Repair/replacement cost request
S/N	Serial Number
SAAR	Systems Authorization Access Request
SBA	Small Business Administration
SBC	Small Business Concern
SCA	Service Contract Act
SE	Systems Engineering
SLIN	Sub-contract Line Item Number
SOW	Statement of Work

TA	Technical Assistant
TBD	To Be Determined
TBN	To Be Negotiated (For Purposes of the Basic Contract)
TD	Technical Directive
TDR	Training Device Relocation
TDV	Technical Data Verification
TECH	Technician
T&M	Time-and-Material
TO	Task Order
TPOC	Technical Point of Contact
TRNR	Trainer
TSDM	Training System Device Modifications
TSM	Training Systems Management
UDIDs	Unique Data Item Descriptions
UIC	Unit Identification Code
WAWF	Wide Area Work Flow
WD	Wage Determination

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1407

The CLIN extended description has changed from Task 7C to Task 7D.

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

CLIN 1411

The option status has changed from Option to Option Exercised.

CLIN 1420

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

CLIN 1421

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

CLIN 1422

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

CLIN 1423

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

CLIN 1424

The unit price amount has decreased by [REDACTED]

The total cost of this line item has decreased by [REDACTED]

SUBCLIN 140103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140103			Months		\$0.00
EXERCISED OPTION	CIS - NAS MERIDIAN, MS FFP Task 1E FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 140203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140203			Months		\$0.00
EXERCISED OPTION	CIS - NAS KINGSVILLE, TX FFP Task 2C FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 140701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140701			Months		\$0.00
EXERCISED OPTION	CIS - NAS PENSACOLA, FL FFP Task 7D FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 141002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141002			Months		\$0.00
EXERCISED OPTION	CIS - NAS CORPUS CHRISTI, TX FFP Task 3G FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
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ACRN AB
CIN: 130036669000009



SUBCLIN 141101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141101			Months		\$0.00
EXERCISED OPTION	CIS - NAS WHITING FIELD, FL FFP Task 5B FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
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ACRN AB
CIN: 130036669000009

SUBCLIN 142003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142003			Lot		\$0.00
EXERCISED OPTION	PREMIUM TIME - NAS MERIDIAN, MS FFP Hours:  Price Per Hour:  FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 142204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142204			Lot		\$0.00
EXERCISED OPTION	PREMIUM TIME - NAS CORPUS CHRISTI, TX FFP Hours: [REDACTED] Price Per Hour: [REDACTED] FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 142304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142304			Lot		\$0.00
EXERCISED OPTION	PREMIUM TIME - NAS WHITING FIELD, FL FFP Hours: [REDACTED] Price Per Hour: [REDACTED] FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

SUBCLIN 142403 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142403			Lot		\$0.00
EXERCISED OPTION	PREMIUM TIME - NAS PENSACOLA, FL FFP Hours [REDACTED] Price Per Hour: [REDACTED] FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

CLIN 1451 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1451		1	Lot	[REDACTED]	[REDACTED]
EXERCISED OPTION	SCA - NAS Meridian FFP FOB: Destination				

NET AMT	[REDACTED]
---------	------------

SUBCLIN 145101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145101			Lot		\$0.00
EXERCISED OPTION	SCA - NAS Meridian FFP Adjustment for 1 October 2013 through 31 January 2014 FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
---------	--------

ACRN AB
CIN: 130036669000009

CLIN 1452 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1452		1	Lot		
EXERCISED OPTION	SCA - NAS Corpus Christi FFP FOB: Destination				

NET AMT

SUBCLIN 145201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145201			Lot		\$0.00
EXERCISED OPTION	SCA - NAS Corpus Christi FFP Adjustment for 1 October 2013 through 31 January 2014 FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT

\$0.00

ACRN AB
CIN: 130036669000009

CLIN 1453 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1453		1	Lot		
EXERCISED OPTION	SCA - NAS Whiting Field FFP FOB: Destination				

NET AMT

SUBCLIN 145301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145301			Lot		\$0.00
EXERCISED OPTION	SCA - NAS Whiting Field FFP Adjustment for 1 October 2013 through 31 January 2014 FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
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ACRN AB
CIN: 130036669000009

CLIN 1454 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1454		1	Lot		
EXERCISED OPTION	SCA - NAS Pensacola FFP FOB: Destination				

NET AMT	
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SUBCLIN 145401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145401			Lot		\$0.00
EXERCISED OPTION	SCA - NAS Pensacola FFP Adjustment for 1 October 2013 through 31 January 2014 FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT	\$0.00
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ACRN AB
CIN: 130036669000009

CLIN 1455 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1455	SCA - NAS Kingsville	1	Lot		
EXERCISED OPTION	FFP FOB: Destination				

NET AMT

SUBCLIN 145501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145501	SCA - NAS Kingsville		Lot		\$0.00
EXERCISED OPTION	FFP Adjustment for 1 October 2013 through 31 January 2014 FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0008				

NET AMT

\$0.00

ACRN AB
CIN: 130036669000009

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 140103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 140203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 140701:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 141002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
------------	------------	-----------	-----------

Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 141101:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 142003:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 142204:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 142304:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 142403:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for CLIN 1451:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 145101:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for CLIN 1452:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 145201:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for CLIN 1453:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 145301:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

Destination

Government

Destination

Government

The following Acceptance/Inspection Schedule was added for CLIN 1454:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 145401:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for CLIN 1455:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 145501:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for SUBCLIN 140603 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 1451:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

The following Delivery Schedule item has been added to CLIN 1452:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

The following Delivery Schedule item has been added to CLIN 1453:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

The following Delivery Schedule item has been added to CLIN 1454:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

The following Delivery Schedule item has been added to CLIN 1455:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,725,154.35 from \$19,729,123.07 to \$25,454,277.42.

SUBCLIN 140103:

Funding on SUBCLIN 140103 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 140203:

Funding on SUBCLIN 140203 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 140701:

Funding on SUBCLIN 140701 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 141002:

Funding on SUBCLIN 141002 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 141101:

Funding on SUBCLIN 141101 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 142003:

Funding on SUBCLIN 142003 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 142204:

Funding on SUBCLIN 142204 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 142304:

Funding on SUBCLIN 142304 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 142403:

Funding on SUBCLIN 142403 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145101:

Funding on SUBCLIN 145101 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145201:

Funding on SUBCLIN 145201 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145301:

Funding on SUBCLIN 145301 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145401:

Funding on SUBCLIN 145401 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145501:

Funding on SUBCLIN 145501 is initiated as follows:

ACRN: AB

CIN: 130036669000009

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631104BC340Q

The following have been modified:

SECTION G ADDITIONAL CLAUSES**G.1 PREMIUM TIME – CONTRACT INSTRUCTION SERVICES (CIS)**

(a) The ACO or TPOC will inform the Contractor, at least 24 hours in advance, when the Government requires the Contractor to perform Premium Time. THE ACO/TPOC WILL NOT, UNDER ANY CIRCUMSTANCES, AUTHORIZE THE CONTRACTOR TO PERFORM PREMIUM TIME IF SUFFICIENT FUNDS HAVE NOT BEEN OBLIGATED ON THIS CONTRACT. The ACO/TPOC will specify a not to exceed (NTE) limit on the number of hours of Premium Time the Contractor may perform. The Contractor will not be required to instruct more than 20% (rounded up) of the total hours of instruction per week. For example, a line item specifying 500 Hours Per Week (HPW) of instruction would be limited to 100 hours of Premium Time HPW per the following computation: $500\text{HPW} \times 20\% = 100\text{HPW}$ additional hours of instruction. Premium Time for any single day during a one week period cannot exceed 50% of the weekly Premium Time limit without Contractor concurrence. For example, as given in the sample above the Premium Time limit is 100 hours per week. However, the Contractor will not be tasked for more than 50 hours Premium Time for any single day. In addition, a daily Premium Time request in excess of 20% per week per syllabus as defined by the SOW appendices (i.e. Primary Pilot Training at NASCC or Primary NFO Training at Pensacola) must have the Contractor's concurrence. Each time the ACO/TPOC specifies a NTE, the ACO/TPOC will establish a sequence number for that effort on the attached Premium Time Log (Attachment (5)). At the same time, the ACO/TPOC will ensure that the attached CIS Premium Time Request/Authorization/ Completed Services Form [Attachment (6)] is completed to show: (i) which Government representative, other than the COR, established the requirement for which Premium Time was necessary (e.g., Training Officer); (ii) the purpose of the Premium Time effort; (iii) when the effort was to occur; and (iv) the number of hours required (this must equal the number of NTE hours which the ACO/TPOC authorized the Contractor to expend). The ACO/TPOC will transfer the information provided on the CIS Premium Time Request/Authorization/Completed Services Form onto the Premium Time Log. Completing the Premium Time Log will help ensure that the ACO/TPOC does not authorize more hours than there are funds available. Both the ACO/TPOC and the TA will authorize Premium Time before the Contractor can perform the services via their signatures on the CIS Premium Time Request/Authorization/Completed Services Form [Attachment (6)].

(b) Upon completion of the Premium Time, the Contractor shall complete the bottom portion of the CIS Premium Time Request/Authorization/Completed Services Form and submit the form to the ACO/TPOC within one working day. When the ACO/TPOC receives the Actual Premium Time Report, the ACO/TPOC will complete the actual missions, actual dollars and final remaining balance portions of the Premium Time Log for each sequence number.

(c) No more than once a month, the Contractor may submit an invoice through WAWF to the ACO/TPOC for acceptance of Premium Time services performed. The invoice shall specify the total actual number of Premium Time hours performed and when the hours were performed. If the ACO/TPOC concurs that the Contractor performed the number of instruction hours specified on the invoice, the ACO/TPOC will approve the invoice. If the ACO/TPOC does not concur, the ACO/TPOC will return the invoice to the Contractor for resubmission.

(d) The PCO may at any time unilaterally obligate or de-obligate funds placed against the Premium Time line items by issuing a contract modification. Additionally, if the type of funds used for Premium Time requires that new line items be established, the PCO may unilaterally issue a contract modification. The PCO will telephonically notify the TA/ACO/TPOC when urgent obligations or de-obligations are to be made to a Premium Time line item.

G.2 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAR 2007)**(a) Contract Administration Office.**

Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) The following contract administration functions are withheld and shall be performed by the Procuring Contracting Officer pursuant to FAR 42.302 (See below List) & DFARS 242.302 (None Withheld):

(4) Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.

(15) Ensure timely notification by the contractor of any anticipated overrun or under-run of the estimated cost under cost-reimbursement contracts.

(23) Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed by Part 49.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(51) Consent to the placement of subcontracts.

(59) Issue administrative changes, correcting errors or omissions in typing, contractor address, facility or activity code, remittance address, computations which do not require additional contract funds, and other such changes (see 43.101).

(62) Negotiate and/or execute supplemental agreements, as required, making changes in packaging subcontractors or contract shipping points.

(63) Cancel unilateral purchase orders when notified of non-acceptance by the contractor. The CAO shall notify the contracting officer when the purchase order is canceled.

(64) Negotiate and execute one-time supplemental agreements providing for the extension of contract delivery schedules up to 90 days on contracts with an assigned Criticality Designator of C (see 42.1105). Notification that the contract delivery schedule is being extended shall be provided to the contracting office. Subsequent extensions on any individual contract shall be authorized only upon concurrence of the contracting office.

(70) De-obligate excess funds after final price determination.

(b) Inquiries regarding payment should be referred to: My Invoice at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

G.3 5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR) (OCT 2005)

(a) The CNATRA HQ Technical Point of Contact's (TPOC) roles and responsibilities are listed in section 1.3.2 of the PWS and contact information is as follows:

CDR Charles Hayden, (361) 961-2356, charles.j.hayden@navy.mil

(b) The CNATRA Ground Training Officers (GTO) responsibilities are listed in section 1.3.2 of the PWS and their contact information for this contract is as follows:

Meridian, MI – Douglas Ford, 601-679-3309
Kingsville, TX – Forrest Patton, 361-516-6151
Corpus Christi, TX – George Alexander, 361-961-4927
Whiting Field - Lawrence Mizak, (850) 623-7659

Pensacola, FL – Kelly McCoy, 850-452-2172

(c) The CNATRA HQ TPOC and the GTOs are not an Administrative Contracting Officer and do not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the CNATRA HQ TPOC and/or GTOs request any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the CNATRA HQ TPOC and/or GTOs to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

G4 TRAVEL

As travel requirements arise the Contractor shall submit an initial request utilizing Attachments 7a and 7b, Travel Request Form to the ACO/TPOC. Upon receipt of the form submitted by the Contractor, the ACO/TPOC will review it and forward the approved form to the TA. Approval of the form by the TA will authorize the Contractor to travel given the appropriate amount of funds are obligated on the travel CLIN(s). The TA will send the approved form to the Contractor with a courtesy copy to the PCO. Under no circumstances is the Contractor authorized to travel unless funds are obligated to the travel CLIN and they have received approval from the TA. Travel will be reimbursed pursuant to the Section H clause 5252.232-9509 of this order.

G.5 GOVERNMENT FURNISHED PROPERTY

At the beginning of the contract, the Government will provide the existing office furniture currently stated in the inventory list for each site. The Government will not provide additional or replacement office furniture for the office furniture listed in the existing GFP inventory. The office furniture provided is for contractor workspace as identified in appendices A through H. Disposal instructions will be provided by the Plant Clearance Officer or Contracting Officer at the end of the useful life for each item. In the event the Contractor purchases replacement or additional office furniture at their own expense, the Contractor may retain possession of these items at contract expiration.

Common spaces are defined as simulators, brief and debrief rooms, and classrooms. The Government will provide additional or replacement furniture for common spaces. If additional or replacement furniture is needed for common space areas, contact the site Ground Training Officer.

G.6 Wage Determination Price Adjustments

a) As referenced in Section I, FAR Clauses 52.222-41 (Service Contract Act of 1965, as Amended) and 52.222-43 (Fair Labor Standards Act and Service Contract Act – Price Adjustment) apply to this task order. Applicable Wage Determinations and/or Collective Bargaining Agreements (CBA) are at Attachment 8 to this Task Order. The contractor shall determine and submit any proposed DOL price adjustments using the procedures and form found as an Attachment to the basic contract, Wage Determination Price Adjustments Request Form. Information contained in applicable “DOL Wage Determination Adjustment Baseline” of the Task Order will also be considered in determining the amount of the adjustment to be paid.

b) For SCA price adjustments paid under FAR 52.222-43, this task order will utilize the “One-Time-Lookback” method. This method employs setting a provisional billing rate for the first 7 months of each fiscal year (FY) based on the contractor’s initial SCA price adjustment request for each applicable FY, then sets the last 5 months of the FY

(referred to as the "Settlement Period") based on actuals submitted by the contractor for the first 7 months. The contractor shall submit the payroll records of actual hours worked during the provisional 7 month's by the 15th day of the 8th month of the then-current fiscal year (15 May). The Government will use this date to forecast the remaining 5 months, plus make any corrections for over or under payment during the provisional period. The corrections will be factored into the settlement period unit prices to be established in future modification.

G.7 Notice Of Existing Collective Bargaining Agreements (CBAs)

Reference is made to the Service Contract Act (SCA), 41 U.S.C. §§ 351-358, and Title 29 Code of Federal Regulations, Part 4, "Labor Standards for Federal Service Contracts."

Section 4 (c) of the Act provides that a successor Contractor must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) to service employees at least equal to those agreed upon by a predecessor contractor under a Collective Bargaining Agreement (CBA). This obligation applies independently to the base year and each subsequent option to this task order. See Attachment 8 for the current Area Wage Determinations and/or Collective Bargaining Agreements (CBAs).

The obligation of the successor contractor (except the incumbent contractor who is a signatory to incorporated CBAs) is limited to the wage and fringe benefit requirements of the predecessor's collective bargaining agreement and does not extend to other items such as seniority, grievance procedures, work rules, overtime, etc.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.) Two in One

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>N68566</u>
Issue By DoDAAC:	<u>N61340</u>
Admin DoDAAC:	<u>N63110</u>
Inspect By DoDAAC:	<u>Meridian – N49153</u> <u>Kingsville – N49149</u> <u>Corpus Christi – N49151</u> <u>Whiting Field – N49155</u> <u>Pensacola – N49152</u>
Ship To Code:	<u>Meridian – N49153</u> <u>Kingsville – N49149</u> <u>Corpus Christi – N49151</u> <u>Whiting Field – N49155</u> <u>Pensacola – N49152</u>
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	_____
Service Acceptor (DoDAAC):	_____
Accept at Other DoDAAC:	_____
LPO DoDAAC:	<u>N63110</u>
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	<u>N61340</u>

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

NAME	E-Mail	Title	Phone	Role
Meridian:				
Herman Littleton	<u>herman.littleton@navy.mil</u>	TA	601-679-2320	Acceptor/Inspector
Kingsville:				
Jeff Almanza	<u>Jeffrey.almanza@navy.mil</u>	TA	361-516-6293	Acceptor/Inspector
Pensacola:				
Jacqueline Gooris	<u>Jacqueline.Gooris@navy.mil</u>	TA	850-452-3388	Acceptor/Inspector

Whiting Field:

Les Lassiter	les.lassiter@navy.mil ,	TA	850-623-7541	Acceptor/Inspector
John W. Clark	john.clark1@navy.mil	TA	850-623-7405	Acceptor/Inspector
Corpus Christi:				
Richard Grimes	Richard.Grimes1@navy.mil	TA	361-961-5256	Acceptor/Inspector
Roger Abrajano	roger.abrajano@navy.mil	ACO	361-961-2644	Admin by View Only
Anne Tomlin	anne.tomlin@navy.mil	CS	407-380-4995	Admin by View Only

IS – Industrial Specialist

QAS – Quality Assurance Specialist

ACO - Administrative Contracting Officer

CS – Contract Specialist

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

WAWF helpdesk at 866-618-5988.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 1401, 1402, 1407, 1410, 1411, 1420, 1422, 1423, 1424, 1451, 1452, 1453, 1454 and 1455 is incrementally funded. For these item(s), the sum of \$5,725,154.35 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by

the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Monthly

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

NAS CORPUS CHRISTI

Richard Grimes
401 Bataan St
Bldg 89, Rm. 223
Corpus Christi, TX 78419
Richard.grimes1@navy.mil
Phone: (361)961-5256

NAS MERIDIAN

Herman Littleton
150 Fuller Rd
Suite 206
Meridian, MS 39309-5403
herman.littleton@navy.mil
Phone: (601)679-2320

NAS PENSACOLA

Jacqueline Gooris
390 San Carlos
Bldg 1853, Room S115
Pensacola, FL 32508
Jacqueline.gooris@navy.mil
Phone: (850) 452-3388 x61

NAS WHITING FIELD

Les Lassiter
7151 USS Enterprise St
Suite 204
Milton, FL 32570
(850) 623-7541
Les.lassiter@navy1.mil

John Clark
7701 USS Enterprise St
Building 1406, Floor 2, Room N207
Milton, FL 32570
(850) 623-7571
john.clark1@navy.mil

NAS KINGSVILLE

Richard Grimes
904 Hayden Ave
Bldg 2767, Suite 147
Kingsville, TX 78363-5009
richard.grimes@navy.mil
Phone: (361) 961-5256/

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following list of exhibits and attachments are CNATRA CIS task order peculiar and are as follows:

Exhibit A -- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)
Exhibit A002 – Conference Minutes
Exhibit A003 – Not used
Exhibit A004 - Not used
Exhibit A005 – Not used
Exhibit A006 – Mobilization Contractor Performance Report
Exhibit A007 – Weekly CIS Performance Report
Exhibit A008 – Not used

Exhibit A009 – Quality System Plan

Attachments:

- Attachment (1) CLIN/SW/Clause Matrix
- Attachment (2) Price Breakout Worksheet (P00010)**
- Attachment (3) SOW Addendum B and Appendices (see below for breakout)
- Attachment (4) CDRL/COR Address List – (Rev 2) dated 1 Dec 2013
- Attachment (5) Premium Time Log
- Attachment (6) Premium Time Request/Authorization/Completed Services Form
- Attachment (7) Travel Request Form
- Attachment (8) Wage Determinations & CBAs (see below for breakout)
- Attachment (9) DOL Wage Adjustment Baseline Form

Attachment (3) includes the following:

- ADDENDUM B CONTRACT INSTRUCTION SERVICES (CIS) FOR CNATRA (REV 2) - DATED 1 FEB 2014
- APPENDIX A ADVANCED MULTI-SERVICE PILOT TRAINING AT NAS MERIDIAN, MS USING T-45C DEVICES (REV 1) DATED 1 MAY 2013
- APPENDIX B ADVANCED MULTI-SERVICE PILOT TRAINING AT NAS KINSVILLE, TX USING T-45A/C DEVICES (REV 4) – DATED 24 MAR 2014**
- APPENDIX C PRIMARY MULTI-SERVICE PILOT TRAINING AT NAS CORPUS CHRISTI, TX, USING T-34C AND T-6B DEVICES (REV 3) – DATED 1 FEB 2014
- APPENDIX D RESERVED
- APPENDIX E RESERVED
- APPENDIX F PRIMARY MULTI-SERVICE PILOT TRAINING AT NAS WHITING FIELD, FL, ON T-6B DEVICES (REV 2) – DATED 1 NOV 2013
- APPENDIX G ADVANCED MULTI-SERVICE PILOT TRAINING AT NAS WHITING FIELD, FL USING TH-57B/C DEVICES (REV 1) – DATED 1 AUG 2013
- APPENDIX H PRIMARY AND INTERMEDIATE NAVAL FLIGHT OFFICER (NFO) / UNDERGRADUATE MILITARY FLIGHT OFFICER (UFMO) TRAINING AT NAS PENSACOLA, FL – 1 AUG 2012
- APPENDIX I ADVANCED STRIKE FIGHTER NAVAL FLIGHT OFFICER (NFO) TRAINING AT NAS PENSACOLA, FL (REV 2) – DATED 10 JAN 2014
- APPENDIX J MARITIME / COMMAND AND CONTROL NAVAL FLIGHT OFFICER (NFO) TRAINING AT NAS PENSACOLA, FL – DATED 1 AUG 2012

Attachment (8) includes the following:**WDs & CBAs for FY 2014:**

- WD 05-2508 (Rev 15) – Texas dated 6/19/2013
- WD 05-2300 (Rev 15) – Mississippi dated 6/19/2013
- WD 05-3034 (Rev 15) – Florida dated 6/19/2013

- CBA-2013-6138, Dated 9/5/2013, NAS Corpus Christi, TX, LL 2916, Effective 8/18/2013 - 8/30/2015
- CBA-2013-6137, Dated 9/18/2013, NAS Whiting Field and NAS Pensacola, FL, LL 2902, Effective 8/1/2013 – 7/31/2015
- CBA-2013-6139, Dated 9/18/2013, NAS Pensacola, FL, MC2 CI, Effective 10/1/2013 – 9/30/2016
- CBA-2013-6061, Dated 9/6/2013, NAS Meridian, MS, The Meridian Assoc of Flight Instructors, Effective 10/1/2013 – 9/30/2016
- CBA-2013-6060, Dated 9/6/2013, NAS Kingsville, TX, The Kingsville Association of Flight Training Professionals, Effective 10/1/2013 – 9/30/2015
- CBA-2013-6140, 2013-6141, 2013-6142, 2013-6143, 2013-6144, Dated 9/18/2013, All Sites, CNATRA Schedulers Association, Effective 10/1/2013 – 9/30/2015

(End of Summary of Changes)

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